

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CIVIL ACTION NO.: 2018-CP-26-_____
Gary T. Tyner,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	<b>SUMMONS</b>
	)	<b>(Breach of Contract/Bad Faith)</b>
Washington National Insurance	)	<b>JURY TRIAL DEMANDED</b>
Company,	)	
	)	
Defendant.	)	
_____	)	

**TO: ABOVE-NAMED DEFENDANT**

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to the said Complaint on the subscriber or subscribers at his or their office at Suite 209, The Courtyard, 1500 U.S. Highway 17 North, Surfside Beach, South Carolina 29587 within thirty (30) days after the service hereof; exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid; the Defendant in this action will apply to the Court for the relief demanded in the Complaint and judgment by default will be rendered against you for the relief demanded in the Complaint.

\_\_\_\_\_  
s/L. Sidney Connor, IV  
S.C. Bar No.: 1363  
Attorney for the Plaintiff  
KELAHHER, CONNELL & CONNOR, P.C.  
Post Office Drawer 14547  
Surfside Beach, SC 29587  
T (843) 238-5648  
[sconnor@classactlaw.net](mailto:sconnor@classactlaw.net)

April 3, 2018

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CIVIL ACTION NO.: 2018-CP-26-_____
Gary T. Tyner,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	<b>COMPLAINT</b>
	)	<b>(Breach of Contract/Bad Faith)</b>
Washington National Insurance	)	<b>JURY TRIAL DEMANDED</b>
Company,	)	
	)	
Defendant.	)	
_____	)	

The Plaintiff, complaining of the Defendant herein, would show and allege unto this Honorable Court as follows:

1. The Plaintiff is a citizen and resident of the State of South Carolina, County of Horry.
2. The Defendant Washington National Insurance Company is a corporation organized and existing pursuant to the laws of one of the states of the United States of America and does business in Horry County, South Carolina.
3. This Court has jurisdiction over the parties and subject matter of this litigation.
4. The amount in controversy is less than \$75,000.
5. In or about 2011, Plaintiff purchased a critical illness policy from the Defendant.
6. That policy provides for a benefit of \$50,000 in the event that the Plaintiff should contract cancer.
7. Plaintiff paid all premiums as required by the Defendant and has met all requirements of the insurance policy.
8. Plaintiff did in fact contract cancer and has made application under the policy.
9. The Defendant has denied Plaintiff's claim for benefits.

**FOR A FIRST CLAIM**  
**(Breach of Contract)**

10. The allegations of Paragraph Nos. 1 through 8 are incorporated as if fully set forth herein.

11. Plaintiff would show that the Plaintiff and Defendant had an insurance contract for critical illness which covered the Plaintiff if he contracted cancer.

12. Plaintiff would show that he contracted cancer.

13. Plaintiff would show that he met all of his obligations and duties under the contract and nonetheless, the Defendant has denied his claim for benefits.

14. Plaintiff would show that the Defendant is in breach of contract for actual damages of \$50,000.

**FOR A SECOND CLAIM**  
**(Bad Faith)**

15. The allegations of Paragraph Nos. 1 through 14 are incorporated as if fully set forth herein.

16. The Plaintiff would show that the Defendant's denial of his claim under the cancer policy was in bad faith and request actual damages, punitive damages, plus costs and attorney's fees but in no event to exceed \$75,000.

WHEREFORE, having fully pled his complaint, Plaintiff prays for the relief as requested herein and for such other and further relief as this court may deem just and proper.

s/L. Sidney Connor, IV  
\_\_\_\_\_  
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